



# THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

RECORDATION NO. 7524-C

DEC 31 1981 -9 50 AM  
INTERSTATE COMMERCE COMMISSION

December 15, 1981

LAW DEPARTMENT  
Writer's direct  
telephone line:

Ms. Agatha Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

L 3651030  
No. DEC 31 1981  
Date 10.00  
Fec \$ OK  
100 Washington D.C.

Dear Madam Secretary:

There are transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, four duly executed counterparts of an Agreement of Partial Release dated as of December 15, 1981 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released and transferred to the Railroad the following equipment covered by that Conditional Sale Agreement and Assignment and Assignment dated as of April 15, 1974 which were filed and recorded with the Interstate Commerce Commission on May 31, 1974 and assigned Recordation No. 7524:

Seven (7) 70-ton box cars bearing the Railroad Company's road numbers 453021, 453043, 453074, 453224, 453245, 453248 and 453298.

Attached hereto is a draft payable to the Interstate Commerce Commission to cover the recordation fee for said Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of  
said Release to:

Mr. Allen H. Harrison, Jr.  
Wilmer, Cutler & Pickering  
1666 K Street, N.W.  
Washington, D. C. 20006

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood  
David M. Yearwood  
General Attorney

7524-C  
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Counterpart No. 1  
Of 4 Counterparts

AGREEMENT OF PARTIAL RELEASE, dated as of December 15, 1981 between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of April 15, 1974, hereinafter called the "Conditional Sale Agreement", between ACF Industries, Incorporated (therein and herein called "Vendor"), and the Railroad, it was agreed, among other things, that the Vendor would construct, sell and deliver to the Railroad and the Railroad would buy from the Vendor and accept delivery thereof and pay for 600 70-ton box cars, hereinafter called "cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of April 15, 1974, hereinafter called the "Assignment", between the Vendor and Mercantile, as agent, the Vendor sold, assigned, transferred and set over to Mercantile, its successors and assigns, all the right, title and interest of the Vendor under the Conditional Sale Agreement (except certain rights excluded as set forth in Section 2 of said Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on May 31, 1974, and assigned Recordation No. 7524; and

WHEREAS, Article 8 of the Conditional Sale Agreement provides, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences exceeds \$100,000, the Railroad shall promptly pay a sum equal to the aggregate Casualty Value for such cars; and

WHEREAS, seven (7) 70-ton box cars subject to the Conditional Sale Agreement and bearing the Railroad's road numbers 453021, 453043, 453074, 453224, 453245, 453248 and 453298, having an aggregate Casualty Value of less than \$100,000, have become worn out or irreparably damaged and are hereinafter referred to as "Destroyed Cars"; and

WHEREAS, the Railroad desires to obtain the release of the Destroyed Cars prior to the date payment of the Casualty Value is required for the Destroyed Cars in order that it might dispose of the Destroyed Cars, and Mercantile is willing to consent thereto.

NOW, THEREFORE, Mercantile does hereby release the Destroyed Cars from the terms of the Conditional Sale Agreement and Assignment and transfers the Destroyed Cars to the Railroad.

The Railroad agrees to make payment for the Casualty Value of the Destroyed Cars as and when required by the Conditional Sale Agreement.

This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and the Railroad have caused this Agreement to be signed in their behalf, respectively, and their respective corporate seals to be hereunto affixed as of the day and year first hereinabove written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Agent

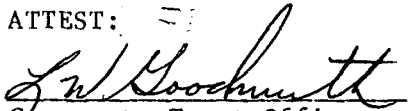
By



ASSISTANT VICE PRESIDENT

(Corporate Seal)

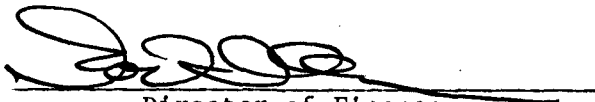
ATTEST:



ASSISTANT Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

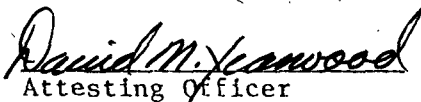
By



Director of Finance

(Corporate Seal)

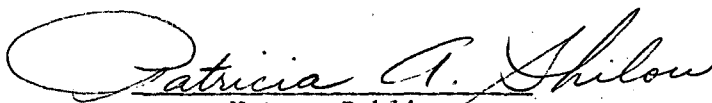
ATTEST:



Attesting Officer

STATE OF MARYLAND )  
 ) SS:  
CITY OF BALTIMORE )

On this 24<sup>th</sup> day of December, 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

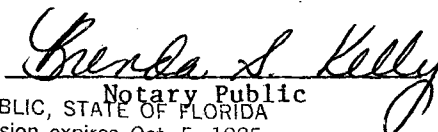
  
Notary Public

My Commission expires 7-1-82.

(Notarial Seal)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 22nd day of December, 1981, before me personally appeared David A. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Oct. 5, 1985  
Bonded by American Fire & Casualty Company

My Commission expires

(Notarial Seal)